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UNUMPROVIDENT CORPORATION and
UNUM LIFE INSURANCE COMPANY OF AMERICA

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

E-FILING

GINGER SEITLES,

Plaintiff,

vs.

UNUM PROVIDENT, UNUM LIFE
INSURANCE COMPANY OF AMERICA;

Defendants.

)
) **CASE NO. CIV-S-04-02725 FCD**
)
) **STIPULATION RE MATTER IS**
) **GOVERNED BY ERISA AND FOR**
) **DISMISSAL OF PLAINTIFF'S STATE**
) **LAW CAUSES OF ACTION FOR**
) **NEGLIGENCE, BREACH OF**
) **CONTRACT, BAD FAITH DEALING,**
) **NEGLIGENT INFLECTION OF**
) **EMOTIONAL DISTRESS, AND**
) **DISMISSAL OF REQUEST FOR**
) **PUNITIVE DAMAGES ;**
) **ORDER**

1 The parties hereto, by and through their respective attorneys of record, stipulate as
2 follows:

3 Although plaintiff's complaint prepared by her prior attorney alleges state law causes of
4 action for Negligence, Breach of Contract, Bad Faith Dealing, Negligent Infliction of Emotional
5 Distress, and request for punitive damages, this matter is governed by ERISA. This lawsuit and
6 plaintiff's claim arises under a group long term disability plan provided by California ISO for its
7 eligible employees. In providing group disability insurance for its employees, California ISO
8 established an employee welfare benefit plan as defined by ERISA in 29 U.S.C. Section 1002(1).
9 In *Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41, 95 L.Ed.2d 39, 107 S.Ct. 1549 (1987), the
10 Supreme Court held that ERISA preempts state law and provides exclusive federal remedies for
11 disputes over the payment of benefits under ERISA-regulated employee benefit plans such as the
12 plan established by the CA ISO. The Supreme Court noted that ERISA contains a broad, general
13 preemption clause which expressly "supersedes any and all state laws insofar as they may now or
14 hereafter relate to any employee benefit plan." 29 U.S.C. § 1144(a).

15 As such, the parties stipulate that plaintiff's state law causes of action for Negligence,
16 Breach of Contract, Bad Faith Dealing, Negligent Infliction of Emotional Distress, and request
17 for punitive damages are hereby dismissed and that Plaintiff Ginger Seitles' complaint in this
18 action states a claim for relief for long term disability benefits under a group disability insurance
19 policy pursuant to ERISA 29 U.S.C. § 1132(a)(1)(B).

20 Pursuant to local rules, this document is being electronically filed through the Court's
21 ECF System. In this regard, counsel for defendant hereby attests that (1) the content of this
22 document is acceptable to all persons required to sign the document; (2) plaintiff's counsel has

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1 concurred with the filing of this document; and (3) a record supporting this concurrence is
2 available for inspection or production if so ordered.

3 **SO STIPULATED.**

4 **LAW OFFICE OF P. RANDALL NOAH**

5
6 DATED: March 27, 2009

By: /s/ P. RANDALL NOAH

7 P. RANDALL NOAH
8 Attorney for Plaintiff
9 GINGER Y. SEITLES

10 **RIMAC MARTIN, P.C.**

11 DATED: March 27, 2009


By: /s/ ANNA M. MARTIN

12 ANNA M. MARTIN
13 Attorneys for Defendants
14 UNUMPROVIDENT CORPORATION and
15 UNUM LIFE INSURANCE COMPANY OF
16 AMERICA

17 **ORDER**

18 The parties having so stipulated, and good cause appearing therefor, **IT IS HEREBY**
19 **ORDERED** that Plaintiff's state law causes of action for Negligence, Breach of Contract, Bad
20 Faith Dealing, Negligent Infliction of Emotional Distress, and request for punitive damages are
21 hereby dismissed. This matter shall be governed by the provisions of ERISA pursuant to Section
22 29 U.S.C. § 1132(a)(1)(B).

23 **SO ORDERED.**

24 
25 FRANK C. DAMRELL, JR.
26 UNITED STATES DISTRICT JUDGE

27 DATED: March 27, 2009
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